



Award Number 17824

Docket Number CL-18260

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION
EMPLOYEES**

**THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
COMPANY
(WESTERN LINES)**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6603) that:

- (a) Carrier violated the intent and provisions of the current Clerks' Agreement at Clovis and Carlsbad, New Mexico, when it failed and/or refused to pay the time and one-half rate of pay for time worked in excess of eight (8) hours in a day; and,
- (b) Following employees shall now be paid the difference between what they were paid at the straight time rate and what they would have received at the time and one-half rate, at the rate of pay of position worked on November 19, 1965, for time worked in excess of eight (8) hours on November 19, 1965, from starting time on November 18, 1965:

		Time in Excess of Eight Hours	
		Hours	Minutes
D. L. Canada	Clovis	1	
Fred Crook	Clovis	1	
L. Paul Huerta	Clovis	1	
Floyd Cross	Clovis	1	20
J. C. Snow	Clovis	2	
C. N. Craig	Clovis	2	20
W. A. Kilmer	Clovis	2	40
K. L. Leslie	Carlsbad	2	40
Gary Tucker	Carlsbad	3	
		2	

EMPLOYEES' STATEMENT OF FACTS: The employees named in the Statement of Claim were the incumbents of positions with assigned hours as follows:

D. L. Canada	Stowman	Pos. No. 0003	9:00am to 5:00pm
Fred Crook	Relief Stowman	Pos. No. 0005	9:00am to 5:00pm
L. Paul Huerta	Warehouseman	Pos. No. 6630	9:00am to 5:00pm
Floyd Cross	Stowman	Pos. No. 0001	9:00am to 5:00pm
J. C. Snow	Yard Clerk	Pos. No. 5700	7:45am to 3:45pm

Each claimant reported to duty at their regular assigned starting time on November 19, 1965, the date involved in this dispute, and each was released at the completion of his regular assignment on that date. Each claimant was allowed eight (8) pro rata hours for service performed on November 19, 1965.

In a letter dated January 14, 1966, Local Chairman Coy Guy presented a claim to Carrier's Superintendent W. E. Brack (Carrier's Exhibit "A"). Superintendent Brack denied the claim in his letter dated January 17, 1966 (Carrier's Exhibit "B"). That decision was appealed to Carrier's General Manager by former Vice General Chairman R. B. Pike in a letter dated March 15, 1966 (Carrier's Exhibit "C"). General Manager Stuppi rendered a denying decision in a letter dated May 5, 1966 (Carrier's Exhibit "D"). The Vice General Chairman then advised General Manager Stuppi that his decision was not acceptable and in a letter dated June 9, 1966, former General Chairman W. Ray Clark appealed the decision to Assistant to Vice-President-Personnel O. M. Ramsey, Carrier's highest officer of appeal (Carrier's Exhibit "E"). Mr. Ramsey denied the claim in his letter of August 4, 1966 (Carrier's Exhibit "F"). The claim was discussed in conference at Chicago on March 23, 1967, wherein Mr. Ramsey reiterated and affirmed the declination rendered on August 4, 1966. Acting General Chairman R. B. Pike requested and was granted an extension of time limit until November 30, 1967, in which to appeal from Mr. Ramsey's decision. Subsequent correspondence was received from General R. B. Pike (Carrier's Exhibit "G") and Mr. Ramsey replied on September 21, 1967 (Carrier's Exhibit "H"). An extension of the time limit was again requested by the employees and granted, which is to expire on March 11, 1969 (Carrier's Exhibit "I").

(Exhibits Not Reproduced)

OPINION OF BOARD: The record shows that at the time of the occurrence out of which the claim arose, the Claimants occupied regular positions with assigned hours as follows:

Claimant	Position	Location	Hours of Assignment From - to	Rest Days
D. L. Canada	Stowman	Clovis	9:00A-5:00P	Sat-Sun
F. Crook	Relief Stowman & Trucker	Clovis	9:00A-5:00P	Tues-Wed
L. P. Huerta	Warehouseman	Clovis	9:00A-5:00P	Sat-Sun
F. Cross	Stowman	Clovis	9:00A-5:00P	Mon-Tues
J. C. Snow	Yard Clerk	Clovis	7:45A-3:45P	Sat-Sun
C. N. Craig	Head Yard Clerk	Clovis	7:45A-3:45P	Sat-Sun
W. A. Kilmer	Utility Clerk	Clovis	7:45A-3:45P	Sat-Sun
K. L. Leslie	Bill Clerk	Carlsbad	10:00A-7:00P	Sat-Sun
G. Tucker	Utility Clerk	Carlsbad	9:00A-6:00P	Sat-Sun

The Claimants did not report at their regularly assigned starting times on November 18, 1965, due to a work stoppage by the Organization at 12:01 A.M. on that date. The Carrier states that the cessation of work by the Claimants was discontinued at approximately 1:00 P.M. on November 18, 1965, and the Claimants reported for work at various times subsequent to that time and worked on November 18, 1965, as follows:

Claimant	Hour Reported	Hour Released	Hours on Duty
D. L. Canada	3:00 PM	6:00 PM	3 Hours
F. Crook	1:45 PM	6:00 PM	4 Hours 15 Min.
L. P. Huerta	1:45 PM	6:20 PM	4 Hours 35 Min.
F. Cross	1:45 PM	6:00 PM	4 Hours 15 Min.
J. C. Snow	1:45 PM	6:05 PM	4 Hours 20 Min.
C. N. Craig	1:45 PM	6:45 PM	5 Hours
W. A. Kilmer	1:45 PM	6:25 PM	4 Hours 40 Min.
K. L. Leslie	2:00 PM	10:00 PM	8 Hours
G. Tucker	2:00 PM	8:00 PM	6 Hours

There is no dispute that each Claimant reported for duty at this regular designated assigned starting time on November 19, 1965, and each was released at the completion of his regular assignment on that date. Each Claimant was allowed eight pro rata hours for service performed on November 19, 1965.

The Petitioner contends that as the Claimants worked in excess of eight hours within the twenty-four hour period beginning from the time they started work on November 18, 1965, they are entitled to the overtime as claimed. The Carrier contends that the "day" as used in Rule 32(a) commenced at the designated starting time of the Claimants' regular assignments and ended 24 hours thereafter, and that the Claimants did not perform service in excess of eight hours on any day.

This Board has held in numerous instances in interpreting rules such as Rule 32(a) that a day, as used therein, is a period of twenty-four hours computed from the starting time of a previous assignment. (Awards 17213, 14927 and others cited therein.) The starting times of the previous assignments were the designated starting times and not the times that Claimants may have reported for work.

The Petitioner has failed to support the claim as presented and as submitted to the Board, and it will, therefore, be denied.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
BY Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 10th day of April 1970.